



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$1123 for damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The landlord testified she attempted to serve the Application for Dispute Resolution/Notice of Hearing on the Tenant by mailing, by registered mail to where the Tenant resides on March 16, 2016. The landlord testified the documents were returned and she contacted the Tenant who gave her another forwarding address. I find that the Application for Dispute Resolution/Notice of Hearing was served on the tenant by mailing, by registered mail on April 19, 2016 to the forwarding address provided by the Tenant. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on September 1, 2015, end on August 31, 2016 and the tenant would have to vacate at that time. The tenancy agreement provided that the tenant(s) would pay rent of \$1700 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$850 at the start of the tenancy.

The tenancy ended on February 29, 2016.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to the sum of \$273 for the cost of carpet cleaning as the tenant failed to clean the carpet upon vacating. .
- b. I determined the landlord is entitled to \$850 under the liquidated damage clause. The tenancy was to end on August 31, 2016. The tenant broke the lease with 6 months left on the fixed term. The tenancy agreement provided for this sum. I determined this is a genuine pre-estimation of the loss.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$1123 plus the \$100 filing fee for a total of \$1223.

Security Deposit

I determined the security deposit plus interest totals the sum of \$850. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$373.

Conclusion

In summary I determined the landlord has established a monetary order against the tenant(s) in the sum of \$1223. I ordered the landlord may retain the security deposit/pet deposit in the sum of \$850. In addition I ordered that the Tenant pay to the Landlord the sum of \$373.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: July 14, 2016

Residential Tenancy Branch